

**Fill in this information to identify your case:**

Debtor 1	<u>James</u>	<u>Goode</u>
	First Name	Last Name
Debtor 2 (Spouse, if filing)		
	First Name	Last Name

United States Bankruptcy Court for the: Eastern District of Virginia

Case number (if known) 13-31466-KLP

Official Form 427

**Cover Sheet for Reaffirmation Agreement**

12/16

Anyone who is a party to a reaffirmation agreement may fill out and file this form. Fill it out completely, attach it to the reaffirmation agreement, and file the documents within the time set under Bankruptcy Rule 4008.

**Part 1: Explain the Repayment Terms of the Reaffirmation Agreement**

1. Who is the creditor?	<u>C&amp;F Finance Company</u> Name of the creditor	
2. How much is the debt?	On the date that the bankruptcy case is filed \$ <u>5,858.81</u> To be paid under the reaffirmation agreement \$ <u>5,957.53</u> \$ <u>343.92</u> per month for <u>24</u> months (if fixed interest rate)	
3. What is the Annual Percentage Rate (APR) of interest? (See Bankruptcy Code § 524(k)(3)(E).)	Before the bankruptcy case was filed <u>18.99</u> % Under the reaffirmation agreement <u>18.99</u> % <input checked="" type="checkbox"/> Fixed rate <input type="checkbox"/> Adjustable rate	
4. Does collateral secure the debt?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Describe the collateral. <u>2007 Honda Accord - Retail Installment Loan</u> Current market value \$ <u>6,861.00</u>	
5. Does the creditor assert that the debt is nondischargeable?	<input type="checkbox"/> No <input type="checkbox"/> Yes. Attach an explanation of the nature of the debt and the basis for contending that the debt is nondischargeable.	
6. Using information from Schedule I: Your Income (Official Form 106I) and Schedule J: Your Expenses (Official Form 106J), fill in the amounts.	Income and expenses reported on Schedules I and J 6a. Combined monthly income from line 12 of Schedule I \$ <u>3264</u> 6b. Monthly expenses from line 22c of Schedule J \$ <u>3421</u> 6c. Monthly payments on all reaffirmed debts not listed on Schedule J \$ <u>0</u> 6d. Scheduled net monthly income Subtract lines 6b and 6c from 6a. If the total is less than 0, put the number in brackets. \$ <u>(157)</u>	Income and expenses stated on the reaffirmation agreement 6e. Monthly income from all sources after payroll deductions \$ <u>3264</u> 6f. Monthly expenses \$ <u>3421</u> 6g. Monthly payments on all reaffirmed debts not included in monthly expenses \$ <u>0</u> 6h. Present net monthly income Subtract lines 6f and 6g from 6e. If the total is less than 0, put the number in brackets. \$ <u>(157)</u>

Debtor 1

James

Goode

Case number (if known) 13-31466-KLP

7. Are the income amounts on lines 6a and 6e different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10.
8. Are the expense amounts on lines 6b and 6f different?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Explain why they are different and complete line 10.
9. Is the net monthly income in line 6h less than 0?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. A presumption of hardship arises (unless the creditor is a credit union). Explain how the debtor will make monthly payments on the reaffirmed debt and pay other living expenses. Complete line 10. <i>Reduced other debts by bankruptcy, and learned how to manage money better through credit counseling</i>
10. Debtor's certification about lines 7-9	I certify that each explanation on lines 7-9 is true and correct.  If any answer on lines 7-9 is Yes, the debtor must sign here.  If all the answers on lines 7-9 are No, go to line 11.  <i>James P. Goode</i> Signature of Debtor 1  Signature of Debtor 2 (Spouse Only in a Joint Case)
11. Did an attorney represent the debtor in negotiating the reaffirmation agreement?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Has the attorney executed a declaration or an affidavit to support the reaffirmation agreement? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

**Part 2: Sign Here**

Whoever fills out this form must sign here.

I certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Cover Sheet for Reaffirmation Agreement.

*Harvey Lee Porter, III*  
Signature

Date *3/16/2016*  
MM / DD / YYYY

Harvey Lee Porter, III  
Printed Name

Check one:

- ☐ Debtor or Debtor's Attorney  
☒ Creditor or Creditor's Attorney

Form 2400A (12/15)

Check one.

☐ Presumption of Undue Hardship

☐ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,  
Part II below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT

Eastern District of Virginia

In re James Goode,  
*Debtor*

Case No. 13-31466-KLP

Chapter 07

### REAFFIRMATION DOCUMENTS

Name of Creditor: C&F Finance Company

☐ Check this box if Creditor is a Credit Union

#### PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Retail Installment Loan  
*For example, auto loan*

B. **AMOUNT REAFFIRMED:** \$ 5,957.53

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before 03/19/2013, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 18.9900 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

Form 2400A, Reaffirmation Documents

Page 2

D. Reaffirmation Agreement Repayment Terms (*check and complete one*):

☒ \$ 343.92 per month for 24 months starting on 01/18/2016.

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description:	<u>2007 Honda Accord</u>
Current Market Value	\$ <u>6,861.00</u>

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?

☒ Yes. What was the purchase price for the collateral? \$ 14,600.00

☐ No. What was the amount of the original loan? \$ \_\_\_\_\_

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due ( <i>including fees and costs</i> )	\$ _____	\$ _____
Annual Percentage Rate	_____%	_____%
Monthly Payment	\$ _____	\$ _____

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

**PART II DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT**

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

a. Monthly income from all sources after payroll deductions  
(take-home pay plus any other income)

\$ 3264

b. Monthly expenses (including all reaffirmed debts except  
this one)

\$ 3077.08

c. Amount available to pay this reaffirmed debt (subtract b. from a.)

\$ 186.92

d. Amount of monthly payment required for this reaffirmed debt

\$ 343.92

*If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

☐

You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.

☒

You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:

*Reduced other debts through bankruptcy and learned how to manage money better through credit counseling*

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

☐

You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

*Also, check the box at the top of page one that says "No Presumption of Undue Hardship."*

**PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES**

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 3/2/2016 Signature [Signature]  
Debtor  
Date \_\_\_\_\_ Signature \_\_\_\_\_  
Joint Debtor, if any

**Reaffirmation Agreement Terms Accepted by Creditor:**

Creditor C&F Finance Company P.O. Box 2129 Richmond, VA 23219  
Print Name Address  
Harvey Lee Porter, III [Signature] 3/16/16  
Print Name of Representative Signature Date

**PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)**

*To be filed only if the attorney represented the debtor during the course of negotiating this agreement.*

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☒ A presumption of undue hardship has been established with respect to this agreement. ~~In my opinion, however, the debtor is able to make the required payment.~~ BKS

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 3/2/2016 Signature of Debtor's Attorney [Signature]  
Print Name of Debtor's Attorney Brian K Stevens

## **PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)**

**Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.**

**Reaffirming a debt is a serious financial decision.** The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the Instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

### **A. DISCLOSURE STATEMENT**

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

**6. When will this Reaffirmation Agreement be effective?**

**a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and**

**i. if the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

**ii. if the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

**b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement**, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

**B. INSTRUCTIONS**

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 427).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form 2400B to do this.*



**C. DEFINITIONS**

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Dealer Number \_\_\_\_\_ Contract Number \_\_\_\_\_

AUG - 6 REC'D

GOODE, JAMES A

Buyer Name and Address (Including County and Zip Code) <b>JAMES A GOODE 503 TAVERN ST BLACKSTONE VA 23824 NOTTOWAY</b>	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address) <b>LARRY'S CAR LAND INC 310 N MAIN ST BLACKSTONE VA 23824</b>
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2007	HONDA ACCORD S	3HGCM56447G706114	<input checked="" type="checkbox"/> personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agricultural

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
18.99 %	\$ 10162.24	\$ 14600.00	\$ 24762.24	\$ 1000.00 is \$ 25762.24

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	343.92	Monthly beginning 09/18/2009
Or As Follows:		

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

- Cash Price (Including \$ 432.20 sales tax) \$ 14438.89 (1)
- Total Downpayment =  
Trade-In \_\_\_\_\_  
(Year) (Make) (Model)  
Gross Trade-In Allowance \$ N/A  
Less Pay Off Made By Seller \$ N/A  
Equals Net Trade In \$ N/A  
+ Cash \$ 1000.00  
+ Other N/A \$ N/A  
(If total downpayment is negative, enter "0" and see 4f below) \$ 1000.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 13438.89 (3)
- Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):  
A Cost of Optional Credit Insurance  
Paid to Insurance Company or Companies.  
Life \$ N/A  
Disability \$ N/A \$ N/A  
B Vendor's Single Interest Insurance  
Paid to Insurance Company(ies). \$ 90.00  
C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A  
D Optional Gap Contract \$ 600.00  
E Official Fees Paid to Government Agencies \$ N/A

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life; ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability; ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

N/A

Home Office Address N/A

N/A

Credit life insurance and credit disability insurance are not required to obtain credit (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. Your decision to buy or not to buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit Disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A

Type of Insurance Term

Premium \$ N/A

Insurance Company Name \_\_\_\_\_

N/A

Home Office Address N/A

N/A

☐ N/A N/A

1) to N/A	for N/A	\$	N/A
2) to STATE OF VA	for GROSS REG. TAX	\$	22.41
3) to N/A	for N/A	\$	N/A
F Government Taxes Not Included in Cash Price		\$	N/A
G Government License and/or Registration Fees		\$	N/A
H LICENSE		\$	38.75
H Government Certificate of Title Fees		\$	10.00
I Other Charges (Seller must identify who is paid and describe purpose.)			
1) to N/A	for Prior Credit or Lease Balance	\$	N/A
2) to N/A	for N/A	\$	N/A
3) to SELLER	for PROCESSING FEE	\$	399.95
4) to N/A	for N/A	\$	N/A
5) to N/A	for N/A	\$	N/A
6) to N/A	for N/A	\$	N/A
7) to N/A	for N/A	\$	N/A
8) to N/A	for N/A	\$	N/A
Total Other Charges and Amounts Paid to Others on Your Behalf		\$	1161.11 (4)
5 Amount Financed (3 + 4)		\$	14600.00 (5)

Type of Insurance	Term
Premium \$	N/A
Insurance Company Name	N/A
Home Office Address	N/A
Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.	
I want the insurance checked above.	
X	
Buyer Signature	Date
X	
Co-Buyer Signature	Date
THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.	

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A Year. SELLER'S INITIALS

Returned Check Charge: If any check you give us is dishonored, we may, at our option, charge you \$ 35.

**XX VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the insurance company through which the VSI insurance is obtained. If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ 90.00 and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See Section 7 on the back for more information.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. Name of Gap Contract SAFE-GAP

I want to buy a gap contract.

Buyer Signs James L. Lorde

**NO COOLING OFF PERIOD**

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

**HOW THIS CONTRACT CAN BE CHANGED.** This contract, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any change to this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding.

Buyer Signs James L. Lorde Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**See back for other important agreements.**

The within instrument or agreement is pledged as collateral to Wells Fargo Financial Preferred Capital, Inc.

**NO LIABILITY INSURANCE INCLUDED**

**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

**You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.**

Buyer Signs James L. Lorde Date 08/04/09 Co-Buyer Signs X Date

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.


Other owner signs here X

Seller signs Larry's Car Land, Inc. Date 08/04/09 By Lee A. Lorde Title Seller

Seller assigns its interest in this contract to C&F FINANCE COMPANY (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

LARRY'S CAR LAND INC

COMMONWEALTH OF VIRGINIA									
DEPARTMENT OF MOTOR VEHICLES									
<b>CERTIFICATE OF TITLE FOR A VEHICLE</b>									
KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE									
THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH, THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AS THE LAWFUL OWNER OF SAID VEHICLE, AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.									
VEHICLE IDENTIFICATION NO. 3HGCM56447G706114		YEAR 2007		MAKE HONDA		VEHICLE BODY 4D SDN		TITLE NO. 73911309	
EMPTY WGT. 3197	GROSS WGT.	GVWR	GCWR	AXLES 2	FUEL GAS	SALES TAX PAID 432.20	ODOMETER *47768*	DATE ISSUED 09/21/09	
OTHER PERTINENT DATA 006278						ODOMETER BRAND ACTUAL		PRIOR TITLE NO.	
Lienholder name(s) and address(es): C & F FINANCE COMPANY 4660 S LABURNUM AVE RICHMOND VA 23231									
THIS IS NOT A TITLE NUMBER 0000000000									
Name(s) and address(es) of vehicle owners: GOODE JR, JAMES ALEXANDER 503 TAVERN ST BLACKSTONE VA 23824-1530									
									
<b>A</b> Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).									
Buyer(s) Name _____									
Street _____ City, State, Zip _____									
DATE OF SALE _____ SALE PRICE _____									
ODOMETER READING (No Tens) _____ I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:									
<input type="checkbox"/> 1. The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> 2. The odometer reading is not the actual mileage. WARNING-ODOMETER DISCREPANCY									
Signature of Seller(s) _____ Printed Name of Seller(s) _____									
Signature of Buyer(s) _____ Printed Name of Buyer(s) _____									
I am aware of the above odometer certification made by the Seller(s) _____									
I am aware of the above odometer certification made by the Buyer(s) _____									
DETACH HERE ↓									
Dealer's No. _____ Licensing Jurisdiction _____									

C & F FINANCE COMPANY  
4660 S LABURNUM AVE  
RICHMOND VA 23231

